

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 55				
2. CONTRACT (Proc. Inst. Ident.) NO.			3. SOLICITATION NO. S-BE200-13-R-0004		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED August 28, 2013		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY U.S. Embassy 27 Regentlaan/Bd. du Régent 1000 Brussels				CODE		8. ADDRESS OFFER TO (If other than item 7)						
				Phone: 02/811.40.00 Fax: 02/811.47.74								
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".												
SOLICITATION												
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the American Embassy, attn: Contracting Officer, 27 Regentlaan/Bd. du Régent, 1000 Brussels until 16:00 Hrs local time on October 11, 2013 .												
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CONTACT:		A. NAME Rafael Rodriguez				B. TELEPHONE (NO COLLECT CALLS) 02/811.43.63			C. E-MAIL ADDRESS RodriguezRA@state.gov			
11. TABLE OF CONTENTS												
(x)	SEC.	DESCRIPTION			PAGE(S)	(x)	SEC.	DESCRIPTION			PAGE(S)	
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/CONTRACT FORM			1	X	I	CONTRACT CLAUSES			25	
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.						
X	C	DESCRIPTION/SPECS/WORK STATEMENT			9	X	J	LIST OF ATTACHMENTS			32	
X	D	PACKAGING AND MARKETING			17	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE			18	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			41	
X	F	DELIVERIES OR PERFORMANCE			20							
X	G	CONTRACT ADMINISTRATION			21	X	L	INSTRS., COND., AND NOTICES TO OFFERORS			49	
X	H	SPECIAL CONTRACT REQUIREMENTS			23	X	M	EVALUATION FACTORS FOR AWARD			54	
OFFER (Must be fully completed by offeror)												
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.												
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)					10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS				
					%	%	%	%				
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated:					AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS				17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)												
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTRATION BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE						
26. NAME OF CONTRACTING OFFICER (Type or print) Christopher G. Pixley						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE			

SECTION B
PRICE – GROUP HOSPITALIZATION INSURANCE

B.1. HOSPITALIZATION INSURANCE SERVICES

The Contractor shall provide Hospitalization Insurance services to employees of the Government of the United States of America in Belgium. The groups of employees who shall be provided this insurance are listed in C.1.3. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.2. PRICES

This is a fixed price with economic price adjustment requirements type contract under which will be issued firm, fixed-price task orders. The fixed prices/premium rates for the hospitalization insurance services as specified in Section C are as follows:

B.2.1. BASE YEAR OF CONTRACT (January 1, 2014 – December 31, 2014)

Monthly Rates:

CATEGORY	ESTIMATED NUMBER OF EMPLOYEES	MONTHLY RATE	TOTAL MONTHLY RATE
Single Employee Under age 65	277		
Dependent Spouse/Legal Partner Under age 65	169		
Dependent Child Under age 21	169		
Dependent Child Over age 21	43		
Retired Employees and Spouse/Legal Partner	30		
SUBTOTAL			
			X 12 MONTHS
SUBTOTAL FOR THE BASE YEAR :			
MANDATORY TAXES _____% (*):			
MANDATORY SOCIAL SECURITY CHARGES _____% (*):			
GRAND TOTAL FOR THE BASE YEAR:			

(*) Note to contractor: Indicate which specific taxes and social charges are being added and give their respective amounts and percentages.

B.2.1.1 OFFERS AND PAYMENT IN U.S. DOLLARS - U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

FOREIGN FIRMS - Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in local currency.

B.2.2. FIRST OPTION YEAR OF THE CONTRACT (January 1, 2015 – December 31, 2015)

Monthly Rates:

CATEGORY	ESTIMATED NUMBER OF EMPLOYEES	MONTHLY RATE	TOTAL MONTHLY RATE
Single Employee Under age 65	271		
Dependent Spouse/Legal Partner Under age 65	164		
Dependent Child Under age 21	178		
Dependent Child Over age 21	36		
Retired Employees and Spouse/Legal Partner	30		
SUBTOTAL			
			X 12 MONTHS
SUBTOTAL FOR THE BASE YEAR :			

MANDATORY TAXES _____ % (*):	
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MANDATORY SOCIAL SECURITY CHARGES _____ % (*):	
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GRAND TOTAL FOR OPTION YEAR 1:	
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(*) Note to contractor: Indicate which specific taxes and social charges are being added and give their respective amounts and percentages.

B.2.3. SECOND OPTION YEAR OF THE CONTRACT (January 1, 2016 – December 31, 2016)

Monthly Rates:

CATEGORY	ESTIMATED NUMBER OF EMPLOYEES	MONTHLY RATE	TOTAL MONTHLY RATE
Single Employee Under age 65	271		
Dependent Spouse/Legal Partner Under age 65	164		
Dependent Child Under age 21	178		
Dependent Child Over age 21	36		
Retired Employees and Spouse/Legal Partner	30		
SUBTOTAL			
			X 12 MONTHS
SUBTOTAL FOR OPTION YEAR 2:			

MANDATORY TAXES _____ % (*):	
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MANDATORY SOCIAL SECURITY CHARGES _____ % (*):	
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GRAND TOTAL FOR OPTION YEAR 2:	
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(*) Note to contractor: Indicate which specific taxes and social charges are being added and give their respective amounts and percentages.

B.2.4. THIRD OPTION YEAR OF THE CONTRACT (January 1, 2017 – December 31, 2017)

Monthly Rates:

CATEGORY	ESTIMATED NUMBER OF EMPLOYEES	MONTHLY RATE	TOTAL MONTHLY RATE
Single Employee Under age 65	271		
Dependent Spouse/Legal Partner Under age 65	164		
Dependent Child Under age 21	178		
Dependent Child Over age 21	36		
Retired Employees and Spouse/Legal Partner	30		
SUBTOTAL			
			X 12 MONTHS
SUBTOTAL FOR OPTION YEAR 3:			
MANDATORY TAXES _____% (*):			
MANDATORY SOCIAL SECURITY CHARGES _____% (*):			
GRAND TOTAL FOR OPTION YEAR 3:			

(*) Note to contractor: Indicate which specific taxes and social charges are being added and give their respective amounts and percentages.

B.2.5. FOURTH OPTION YEAR OF THE CONTRACT (January 1, 2018 – December 31, 2018)

Monthly Rates:

CATEGORY	ESTIMATED NUMBER OF EMPLOYEES	MONTHLY RATE	TOTAL MONTHLY RATE
Single Employee Under age 65	271		
Dependent Spouse/Legal Partner Under age 65	164		
Dependent Child Under age 21	178		
Dependent Child Over age 21	36		
Retired Employees and Spouse/Legal Partner	30		
SUBTOTAL			
			X 12 MONTHS
SUBTOTAL FOR OPTION YEAR 4:			

MANDATORY TAXES _____ % (*):	
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MANDATORY SOCIAL SECURITY CHARGES _____ % (*):	
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GRAND TOTAL FOR OPTION YEAR 4:	
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(*) Note to contractor: Indicate which specific taxes and social charges are being added and give their respective amounts and percentages.

B.2.6 GRAND TOTAL

Base Year:

Option year 1:

Option year 2:

Option year 3:

Option year 4: _____

GRAND TOTAL:

B.3 ADMINISTRATIVE RETENTION AMOUNTS

B.3.1 If the Contractor requests a price adjustment under B.4 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.2. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the

premium intended to fund claims paid to the health care provider/claimant. B.3.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in the currency in which the premium amount is proposed. The fixed retention amount shall NOT be expressed in terms of a percentage of the premium.

B.3.2 Retention Amounts per separate premium paid per single employee and other categories.

Period of Performance	Single employee Under age 65	Dependent spouse/legal partner Under age 65	Dependent child Under age 21	Dependent child Over age 21 and up to age 25	Retired employee and Spouse/legal partner
Base Year					
Option Year 1					
Option Year 2					
Option Year 3					
Option Year 4					

B.4. ECONOMIC PRICE ADJUSTMENT- HOSPITALIZATION INSURANCE PREMIUMS

B.4.1. Premium Adjustment based on Experience - For hospitalization insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve months. After such time, the contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the retention amount and (2) claims paid. The retention amount is not subject to adjustment. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.4.2. Premium Adjustment Based on Laws - The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The contractor agrees to provide all documentation necessary to support any requested adjustment.

B.4.2.1 Employee Pool – This clause is only in effect if the contractor included details in its offer regarding a pooling arrangement, of which this contract is a part.

Before any adjustment is made under this price adjustment clause, the Contractor must include in its proposal for adjustment, details setting forth how the pool impacts the request for equitable adjustment.

Individually converted contracts shall not be part of the employee pool, and they shall not be included when considering an Economic Price Adjustment.

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

HOSPITALIZATION INSURANCE

C.1. HOSPITALIZATION INSURANCE SERVICES

The Government of the United States of America requires Hospitalization Insurance coverage for its employees as further described in C.1.3 in Belgium. The Government has determined that the prevailing practice by employers in Belgium is to provide for their employees hospitalization insurance protection and that the cost of such insurance protection is usually borne by both the employee and the employer as follows:

	Employer share (USG)	Employee Share
Employee	60%	40%
Spouse/legal partner	40%	60%
Dependent child under age 21	40%	60%
Dependent child over age 21	40%	60%

Hospitalization insurance protection will be representative of locally prevailing compensation practice as further described in C.1.2. The specific hospitalization benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

The Contractor shall insure that health care under this contract does not exclude HIV/AIDS care, unless exclusion has been authorized by HR/OE/CMD.

C.1.1 Employee and Dependent Hospitalization Insurance Services Benefits

The hospitalization insurance benefits under this contract are as follows. Reimbursement of covered expenses is limited to the stated percentages of reasonable and customary costs. Proposals that contain more benefits (even if there is no increase in cost) or fewer benefits than stated in the solicitation may be deemed technically unacceptable.

Reimbursements or payments shall be made for the following covered benefits, subject to reasonable and customary costs in the locality where treatment was provided.

C.1.1.1 Hospitalization

Costs incurred during a period of hospitalization for medically required treatment as a result of an illness, an accident, pregnancy or delivery. "Hospitalization" is defined as the medically required stay in a nursing institution for which a fee is charged. A brief stay in a hospital for a "one-day clinic" surgical intervention is considered on par with hospitalization, provided that (a) the hospital charges a fee for the stay; and (b) the intervention is reimbursable by *RIZIV/INAMI* (the *mutulle/ziekenfonds*) based on a lump sum (*forfait*) A, B, C or D. Employees are expected to contact the hospital and their *mutuelle/ziekenfonds* to obtain confirmation on the above.

"Costs incurred" include fees for admission, room and board, doctor fees, fees for medical examinations and treatments and prescription drugs.

C.1.1.2 The cost of medically justified transportation and of necessary and urgent repatriation to Belgium (reimbursed without any limitations).

C.1.1.3 The cost of rooming-in for children up to age 14 (reimbursed with a maximum of € 25 per day for up to 10 days).

C.1.1.4 Donor costs included on the hospital invoice (reimbursed without limitations).

C.1.1.5 Mortuary costs included on the hospital invoice (reimbursed without limitations).

- C.1.1.6 Costs of sudden infant death syndrome (SIDS) test included on the hospital invoice (reimbursed without limitations).
- C.1.1.7 Costs incurred during hospitalization by the use of medical techniques and materials for which no *mutuelle/ziekenfonds* reimbursements are provided: reimbursed at the rate of 100% with a maximum of € 2,500 per insured person and per year.
- C.1.1.8 Costs of maternity assistance (*kraamhulp - aide-familiale*) for up to 12 days in case of childbirth at home or at the polyclinic.
- C.1.1.9 Costs for palliative care (reimbursed without limitations).
- C.1.1.10 Costs for IVF (in vitro fertilization) are reimbursed provided that the *mutuelle/ ziekenfonds* has reimbursed at least part of the costs. The maximum reimbursable amount is € 500 per cycle (costs in the pre and post period included).
- C.1.1.11 Pre & post hospitalization
Reimbursement of the costs of medically necessary, ambulatory care provided or prescribed by a physician during the period of two months before and six months after the insured hospitalization. The ambulatory care must be included in the official list of medical and paramedical treatments or services (“*nomenclature*”) of the Belgian health benefits institution (*INAMI/RIZIV*). Moreover, the costs of the medicines will only be reimbursed if they were prescribed by the physician and dispensed by the pharmacist during the above-stated period.
The costs must be directly related to the insured hospitalization, and they are added to the costs incurred during the hospitalization. This does not result in the application of a separate deductible (*franchise*).
The costs of transportation during this pre and post hospitalization period are not reimbursed.
The medical costs incurred during the pre and post hospitalization period (homeopathy, chiropractic, osteopathy, acupuncture), for which no legal reimbursements are provided, are reimbursed at the rate of 50%, with a maximum of € 2,500 per insured person and per year.
- C.1.1.12 Costs for ambulatory care in case of “serious illnesses”
In case of AIDS, amyotrophic lateral sclerosis, cholera, diabetes, diphtheria, encephalitis, cerebrospinal meningitis, cancer, poliomyelitis, leukemia, malaria, anthrax, mucoviscidosis, multiple sclerosis, haemodialysis, paratyphoid fever, smallpox, progressive muscular dystrophy, tetanus, tuberculosis, typhus, viral hepatitis, typhus fever, Alzheimer’s disease, Creutzfeldt-Jakob’s disease, Crohn’s disease, Hodgkin’s disease, Parkinson’s disease, Pompe’s disease, the insurance company will reimburse the costs of ambulatory care which have been incurred specifically for the treatment, i.e. all costs for the special care provided at home, the costs for analyses or examinations mandated by the disease, the rental costs of various special devices/material and the drugs prescribed for that illness.
These above-mentioned illnesses are also insured in case of hospitalization.
Transportation costs are not reimbursed.
Medical costs (i.e. homeopathy, chiropractic, osteopathy and acupuncture) for which no legal reimbursement is provided are reimbursed at the rate of 50% with a maximum of € 2,500 per insured person and per year.
The costs of palliative care are reimbursed without limitation.
- C.1.1.13 Maximum limits
Costs incurred for hospitalization and the period of 2 months before and 6 months after hospitalization; ambulatory care in case of serious illnesses (see list in C.1.1.12 above); and childbirth (including childbirth at home). The maximum aggregate reimbursement/payment will be Euro 50,000 per contract year per covered individual.
For the costs of prostheses, orthopedic appliances, glasses and for dental care and treatment incurred as a result of an insured hospitalization or an insured serious illness, the reimbursement under this Plan is limited to three times the legal (*RIZIV/INAMI*) reimbursement per treatment or service.

C.1.1.14 Deductible

“Deductible” is the portion of the reimbursable expenses that remains at the insured person’s expense (*franchise*). The deductible for hospitalizations in a private (single) room amounts to € 250 per person and per claim year (which starts on the day of admittance to hospital). The deductible for hospitalizations in non-private rooms amounts to € 75 per person and per year.

The deductible will not be applied to the costs of ambulatory care related to one of the serious illnesses listed in item C.1.1.12 above.

C.1.2 Hospitalization Insurance Services Benefits Conditions and Limitations.

Conditions and limitations on the entitlement to health care under this contract are as follows:

C.1.2.1 The Plan applies 24 hours a day, 7 days per week and worldwide.

C.1.2.2 **Coverage abroad:** The reimbursement per treatment or service abroad is limited to a Maximum of three times the legal (*RIZIV/INAMI*) reimbursement. If no legal reimbursement is provided, the reimbursement of the expenses covered by the Plan is limited to € 90 multiplied by the number of days of hospitalization.

The costs for pre and post hospitalization are reimbursed at the rate of 50%. The Expenses related to serious illnesses are not reimbursed.

C.1.2.3 Terrorist attacks: Claims arising from an act of terrorism will be treated as any other claim under the same terms and conditions as described above.

C.1.2.4 Expenses which are the result of an act of war, civil disturbances or riots, except when the insured person has not actively participated; a deliberate act of the insured person or a suicide attempt of the insured; the non-therapeutical use of narcotic drugs; toxicomania, alcoholism and alcoholic intoxication; optical service, physical therapy, psychiatric treatment, hearing aids and dental care, unless related to in-patient care (hospitalization); expenses made for aesthetic care or treatment, non-scientifically approved treatments, treatments at health resorts that are not covered by the legally required health benefits insurance (*RIZIV/INAMI*); bath additives and cosmetic products; assistance, sit-in and maintenance of the insured; private costs (drinks, telephone, ...); sterilization and fertilization treatments (for IVF treatments: costs exceeding € 500 per cycle); hospitalizations that began before enrollment; treatments provided before the insured person’s enrollment; expenses for pre-existing medical problems are not reimbursed in case of late enrollment.¹

C.1.3 Eligible Participants

C.1.3.1 Eligible Employees - The employees eligible for the hospitalization insurance services include the following:

C.1.3.1.1 All current active employees of the United States Government, employed within the geographic boundaries of Belgium, paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include:

C.1.3.1.2 Foreign Service Nationals (FSNs) employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contracts (PSCs);

C.1.3.1.3 Locally hired U.S. citizens employed under direct hire appointments, PSAs, and PSCs.

¹Late enrollment (i.e. enrollment received more than two months after meeting eligibility criteria)

C.1.3.2 Location of Employment

The individuals covered by C.1.3.1.1 must be employed within the geographic boundaries of Belgium by:

- Department of State
- Foreign Agricultural Service (USDA/FAS)
- Animal and Plant Health Inspection Service of the Department of Agriculture (USDA/APHIS)
- Federal Aviation Administration (FAA)
- the Transportation Security Administration (TSA)
- Department of Commerce (DOC)
- Health & Human Services/National Cancer Institute Office (HHS/NCI)
- Office of Defense Cooperation (ODC)
- Defense Attaché Office (DAO)
- Department of Homeland Security (DHS/ICE)
- Department of the Treasury (USEU)

C.1.4 Individuals Not Eligible for Coverage

Individuals not eligible for coverage under this contract are non-personal services contract personnel; Peace Corps Personal Services Contractors as required by MS 743; and any other individual not falling within one of the categories of employees described in this clause.

C.1.5. Other Eligible Participants

The following additional categories of persons are covered by this insurance:

- C.1.5.1 Based on article 4 of the anti-discrimination law of June 5, 2002 coverage also includes employees working under temporary direct-hire appointments; employees working under personal services agreements/contracts that are time limited to less than one year and their family members.
- C.1.5.2 LE Staff employee family members (spouse/legal partner and/or dependent children) are also eligible for enrollment under this Plan.
- C.1.5.3 Retiring employees and spouse/legal partner, who have been covered by the plan for a minimum of **2 years** will be given the option to continue their group hospitalization insurance; the same coverage will apply. The insured will pay 100% of the premium cost for employee and dependent coverage.
- C.1.5.4 Employees who are separated and who have been covered by the group hospitalization insurance for at least 2 years will be given the option to convert their group insurance into an individual policy. The insured will pay 100% of the premium cost for employee and dependent coverage. Individually converted contracts shall not be part of the employee pool.

C.1.6. Eligibility

C.1.6.1. Term of Eligibility and Effective Date

Each current active eligible employee is enrolled for hospitalization benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee will be enrolled upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on approved leave, whether paid or unpaid.

The coverage of employees is mandatory, and coverage takes effect upon the employee's entrance on duty date; the coverage of family members, i.e. the employee's legal spouse or legal partner (see note below) and his/her

dependent children, is optional. If an employee opts to also enroll his/her spouse or legal partner and/or dependent children, all family members will be enrolled concurrently.

A dependent child is defined as a child eligible for family allowances under the Belgian Social Security system, and residing with the employee (as attested by communal authorities on the "Composition of Family" (*Composition de Ménage / Gezinssamenstelling*) form. Coverage of newborn children will take effect as of the date of birth, provided that all other family members are also enrolled. Coverage of the legal spouse will take effect on the date of the civil marriage. Coverage of the legal partner will take effect on the date of the official declaration of cohabitation (see note below). Coverage of the employee is a prerequisite for the coverage of family members; the coverage of family members will cease upon the termination of the coverage of the employee.

Note: Legal partners (cohabitants): an employee's legal spouse or the partner with whom he/she is legally cohabiting, i.e. who has filed a copy of the official declaration of cohabitation in accordance with article 1476 of the Civil Code to the Human Resources Office. No benefit will be extended to relatives who are legally cohabiting with the employee.

The coverage takes effect upon enrollment, and there will be no waiting period¹.

The coverage of employees and their insured family members remains in effect as long as the employee is on the payroll; it will not be affected by periods of maternity leave, parental leave, extended sick leave.

The coverage of the employee's optionally insured family members can be terminated on the annual expiration date of the insurance policy, provided that the request for cancellation is received by the insurance company 3 months before that date. Re-enrollment will not be possible.

Employees whose contract is either voluntarily or involuntarily terminated (i.e. through resignation or dismissal) will be given the option to convert their group insurance policy into an individual policy. The continuation will not be subject to medical formalities or waiting periods provided that the former employee (and/or family members) have been covered by the plan for at least two years. Requests for continuation on an individual basis should be submitted to the insurance company within 2 months after the termination of the affiliation to the group insurance policy.

The insurance company will collect premiums directly from the former employee.

C.1.6.2. Period of Ineligibility.

Employees and their dependents are not entitled to hospitalization insurance benefits during any period of employment for which premiums are not paid.

Additionally, employee's dependents are not entitled to hospitalization benefits during any period of employment during which the employee was not eligible to participate.

During a period of Leave Without Pay or unpaid leave that is one pay period or less, coverage under the insurance contract will continue. The US Government will pay the total premium cost to the contractor.

The employee's share of the premium will be collected through payroll deduction in that or the subsequent pay period.

¹ For late enrollments (i.e. enrollments received more than two months after meeting eligibility criteria) a general 3-month waiting period (24-month waiting period for childbirth) will apply. The waiting period will not apply in case of accidents and the following infectious diseases: rubella, measles, chicken pox, scarlet fever, diphtheria, whooping cough (pertussis), parotitis, poliomyelitis, cerebrospinal meningitis, dysentery, paratyphoid fever, typhus, typhoid fever, cholera, smallpox, malaria, recurrent fever. The waiting period will not apply for the coverage of a newborn child when all of the other family members have, upon the birth of the newborn child, been enrolled.

During a period of extended (beyond one pay period) Leave Without Pay or unpaid leave, the employee is responsible for the full cost of the insurance premiums for self and dependents. The Mission will pay the premiums directly to the contractor, and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if that employee prefers not to pay the premium.

C.1.7 Medical Formalities

There will be no medical formalities².

C.1.8 Third Paying Party System

The insurance company will issue a “membership/coverage card” (credit card type) to all covered employees and their family members. The third paying party system (*derdebetalersysteem - système tiers payant*) provides for the direct payment to the hospital of all invoiced expenses related to a hospitalization that is covered by the Plan. The enrolled person no longer has to pay an advance upon entering hospital, even when he/she chooses to stay in a private room, provided that the hospital has concluded an agreement with the insurance company. The insurance company will then bill the insured person for the deductible and the expenses not covered under the Plan. Employees are expected to settle the bill promptly, as failure to do so may result in the immediate withdrawal of “membership/coverage card” privileges.

C.1.9 Premiums

Premiums are payable quarterly in arrears and are increased by the insurance tax and the contribution to the Belgian Health Benefits Institution (RIZIV/INAMI).

60% of the premiums for the LE staff are borne by the policyholder (U.S.G.) and 40% of the premiums are borne by the LE staff member. The employee’s contribution is deducted from his/her salary and is collected by the policyholder each pay period.

40% of the premiums for the LE staff dependents are borne by the policyholder and 60% of the premiums are borne by the LE staff member. The dependents’ contribution is deducted from the LE staff member’s salary and is collected by the policyholder each pay period.

The premiums for (early) retired LE staff are payable by the insured yearly in advance in addition to the insurance tax and the contribution to the Belgian Health Benefits Institution (RIZIV/INAMI).

The premiums for the LE staff members who retire early or at the mandatory retirement age and their family members are paid directly by the insured and collected through direct debit orders.

C.1.10 Brochure Requirement.

C.1.10.1. The contractor shall provide a document (brochure/pamphlet/other written document) English, Dutch and French that sets forth a complete listing of the hospitalization insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.1.10.2. The contractor shall provide the document described in C.1.10.1 to the COR not later than twenty (20) days after date of contract award. The Contractor shall provide additional brochures for new employees within ten (10) days of the COR’s request.

C.1.10.3. The contractor assumes full responsibility for ensuring that the document described in C.1.7.1 accurately reflects the requirements of the contract, as implemented by the contractor’s technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the contractor will

² Requests for enrollment received more than two months after meeting eligibility criteria to join the Plan will be subject to the completion of medical formalities within a period of three months following the receipt of the enrollment request by the insurance company. If the medical formalities are not completed within this period the enrollment will take effect on the day of acceptance of the enrollment by the insurance company.

be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the contractor to fully comply with all contract terms.

C.1.11 Spreadsheet Requirement

The contractor shall provide a single spreadsheet, giving the total annual cost (including the Employer and Employee contributions per employee as well as the Employer and Employee contributions for dependents) for each “employee number” for Group Hospitalization Insurance, using the information contained in Exhibits A and B referred to in Section J.

Paragraph C.2 is Reserved

C.3.0 DEFINITIONS

Cohabitant Employee’s legal spouse or the partner with whom he/she is legally cohabiting and, who has filed a copy of the official declaration of cohabitation in accordance with article 1476 of the Civil Code to the Human Resources Office.

COR Contracting Officer's Representative (Human Resources Officer at post).

Contributory Insurance for which the employee contributes toward the premium.

Customary and Reasonable Treatment A diagnostic test or medical treatment which is usually performed in the Community where the individual is being treated.

Dependent The employee's legal spouse or legal partner (see note below) and his/her dependent children. A dependent child is defined as a child eligible for family allowances under the Belgian Social Security system, and residing with the employee (as attested by communal authorities on the “Composition of Family” (Composition de Ménage/Gezinssamenstelling) form.

Employee An individual employed by the U.S. Government, under a direct-hire appointment, personal services contract or personal services agreement, as further defined in Section C.1.3

Employer The United States Government.

FMO The Financial Management Officer or the paying office for all U.S. Government Agencies except AID.

GSO General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.

Hospital An institution established and operated for the care and treatment of sick and injured persons. It provides 24-hour nursing care and has diagnostic, laboratory, treatment, and surgical facilities. Any institution which does not meet this definition is not considered a hospital.

Hospital Patient An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or receives treatment for a disease or an injury.

Illness Means any change in the injured person’s state of health that is not caused by an accident and which presents objective symptoms that allow for a diagnosis.

INAMI Belgian health benefits institution (also called RIZIV). RIZIV/INAMI is the overarching health benefits payments office of the Belgian Social Security system. This office establishes the rules (which medical services are reimbursed + the reimbursement rate) and also controls the so-called *mutuelles/ziekenfondsen*, the health benefits payments instrumentalities that employees must enroll with in order to access benefits.

Legal Partner	Employee's legal spouse or the partner with whom he/she is legally cohabiting, i.e. who has filed a copy of the official declaration of cohabitation in accordance with article 1476 of the Civil Code to the Human Resources Office. A legal partner can be either of opposite sex or same sex.
Maximum Benefit	The total amount that will be paid to any one covered individual for covered medical expenses.
Non-personal Services Contract	Private contractor, providing services to the Embassy but not on the Embassy's payroll.
One-Day Clinic	Stay in hospital or doctor's clinic for less than one day for medical treatment or a surgical intervention which is reimbursable by RIZIV/INAMI on the basis of a lump sum A, B, C, or D put on par with hospitalization, provided that the hospital charges a fee for the stay.
Pay Period (PP)	Is a period of two weeks commencing on a Sunday and running through the Saturday of the subsequent week. A calendar year consists of 26 pay periods.
Physician	An individual who has graduated from an accredited medical school and is licensed to practice medicine in the jurisdiction in which the contract is to be performed. If the individual is a medical specialist, then he or she is Board Certified in that specialty.
Point of Contact (POC)	Means person designated by the Contractor to serve as the focal point and the Contractor's principal contact for the execution of this contract. As POC he/she will have, to a certain extent, authority to make commitments.
PSA	Personal Services Agreement. Type of contract used by the Department of State. Personal Services agreements are concluded for a specified period of time (generally one year), and may be extended in increments of one year.
PSC	Personal Services Contract. This type of contract is similar to that of Personal Services Agreements, but is used by agencies other than the Department of State.
RIZIV	Belgian health benefits institution (also called INAMI). RIZIV/INAMI is the over-arching health benefits payments office of the Belgian Social Security system. This office establishes the rules (which medical services are reimbursed + the reimbursement rate) and also controls the so-called <i>mutuelles/ziekenfondsen</i> , the health benefits payments instrumentalities that employees must enroll with in order to access benefits.
Rooming-in	Term used for indicating one of the parents is staying (overnight) in the room of an insured, hospitalized child.
SGSO	Senior General Services Officer in charge of General Services at Post. This officer is usually the Contracting Officer for this Contract.
Surgical procedure	Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a diseased patient.
Third Payer Agreement	System that provides for the direct payment to the hospital of all invoiced expenses related to a hospitalization that is covered by the Plan.

SECTION D
PACKAGING AND MARKING

(RESERVED)

SECTION E

INSPECTION AND ACCEPTANCE

E.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 Inspection of Services - Fixed Price (AUG 1996)

E.2. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all the Group Hospitalization insurance services set forth in the performance work statement (PWS)	C.1.0 thru C.3.0	All required services are performed and no more than one two (2) customer complaints are received per year.

E.2.1 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 Standard. The performance standard is that the Government receives no more than one two (2) customer complaints per year. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

E.2.3 Procedures

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complaint.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F DELIVERIES OR PERFORMANCE

F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F.2 PERIOD OF PERFORMANCE The performance period of this contract is one year beginning o/a January 1, 2014 with four one-year options to renew.

F.3 OPTIONS

(a) The Government may extend this contract in accordance with the option clause at Section I, clause I.2, FAR Clauses Incorporated by Full Text (FAR 52.217-9, Option to Extend the Term of the Contract), which also specifies the total potential duration of the contract.

(b) The Government may exercise the option set forth at Section I, "FAR 52.217-8, Option to Extend Services".

F.4 REPORTS AND OTHER DELIVERABLES

All reports and other deliverables required under this contract shall be delivered to the following address:

American Embassy
Attn: Human Resources Officer
Regentlaan/Bd. du Régent 27
1000 Brussels

SECTION G

CONTRACT ADMINISTRATION DATA

G.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one Government employee, by name or position title, to take action for the Contracting Officer under this contract. This designee shall be identified as a Contracting Officer's Representative (COR). Such designation shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Human Resources Officer.

G.2 COR DUTIES

G.2.1 The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2.2 In addition, the COR shall maintain updated list of employees and dependents insured, which will supersede the initial list provided under this contract and as reported to the insurer, without prejudice to the ineligibility clause.

G.2.3. The COR has the additional responsibility of maintaining the eligible listing of employees and dependents for insurance coverage.

G.2.4 The COR may not change the terms and conditions of the contract. While the COR is authorized to provide the Contractor with updated listings of eligible employees and dependents, only the Contracting Officer may modify existing task orders or issue new task orders, reflecting these changes, since only the Contracting Officer can obligate funding and commit the Government.

G.3. Invoices will be paid within 30 (thirty) days using the currency within Section B, paragraphs B.2.2 through B.2.6.

G.4 SUBMISSION OF INVOICES AND PAYMENT

G.4.1. - Invoices for U.S. Government employees shall be submitted in English in an original and one (1) copy to the following address (designated billing office only for the purpose of submitting invoices):

American Embassy
Attn: Financial Management Officer
Regentlaan/Bd. du Régent 27
1000 Brussels

- In addition, an E-invoice (in either CSV or excel format) shall be submitted to:
E-invoice address: BruFMCAccountsProc@state.gov

G.4.2. Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. All payments under this contract will be made at the conclusion of the period covered. Invoices may be submitted monthly or quarterly with payments being made monthly or quarterly, in accordance with their frequency, by the Government.

G.4.3. U.S. Government Employees. The Government shall make payments directly to the contractor for all Government employees, whether or not the employee is contributing to the premium amount.

G.5 “RESERVED”

G.6 The U.S. Embassy is exempt from paying VAT. The contractor shall NOT show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY On occasion, a Contractor employee may require entry into U.S. Government-owned or -operated facilities. If so, the Contractor should be prepared to provide the necessary identification to permit escorted access within that facility.

H.2 STANDARDS OF CONDUCT The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is to adhere to standards that reflect credit on themselves, their employer, and the United States Government.

H.3 ORDERING PROCEDURES The Government will issue a task order as soon as possible after contract award to identify all employees to be covered by the insurance described in this contract and the coverage selected by each employee, including dependents to be covered. The COR will make subsequent additions or deletions to this list in writing and provide the revised list to the Contractor. All such revisions shall be consolidated, and a new or modified task order will be issued by the Contracting Officer. If any changes have been made to the coverage listing, the Government anticipates issuance of a new task order on a [X] ad hoc and [X] quarterly basis. This new task order will include all changes made since the previous task order was issued and will include any increase or decrease in necessary funding. The changes to the list of eligible individuals will supersede the initial list provided under prior task orders without prejudice to the ineligibility clause. Task orders will indicate the effective date of employment, for purposes of calculating the premium due.

H.4. CONTRACTOR RESPONSIBILITY IN CLAIMS AND REIMBURSEMENT TO CLAIMANTS

General. The Contractor shall be responsible for all planning, estimating, programming, project management, scheduling, dispatching, supervision, and inspection of work. The Contractor shall maintain his own reference library of technical reference works and local laws and regulations, including current tariffs and registries. The Contractor shall treat the information provided by the Embassy concerning employee' personal data, medical information, and salaries as highly sensitive and not divulge any employee information to unauthorized persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records.

(1) The Contractor shall maintain medical insurance files for each covered employee and each covered dependent including receipts and proof of paid claims, requests for claim reimbursements, and accounting of paid benefits with balances of amounts remaining in the annual per person reimbursement ceiling.

(2) The Contractor shall provide the COR with the necessary claim forms for each type of benefit that can be claimed under the contract. These forms shall specify a list of documents required to be appended to each claim and otherwise provide instructions for claim filing.

(3) The Contractor shall use the English spelling of the employees' names in all transactions, including reimbursement checks.

(4) The Contractor shall process employee claims within two (2) weeks following receipt of the claim.

(b) Medical Insurance Claims. Settlement of medical insurance shall be completed as follows:

(1) All medical claims shall be submitted directly to the Contractor by the employees.

(2) The Contractor shall date stamp and screen all claims submitted on the day of receipt. If there are any missing documents or information thereby disallowing said claim to be payable, the Contractor shall notify the employee within two days.

(3) The contractor shall settle the claims no later than two weeks from the date the claim is submitted to the Contractor.

(4) Settlement shall be by bank transfer in the name of the employee for each claim submitted. Each payment shall be accompanied by a form providing details of the amount reimbursed with an explanation of deductions, if any.

(5) The Contractor shall accept the employee's or dependent's choice to elect for surgery at hospitals designated by the Contractor under the third payer agreement in order for the Contractor to pay expenses directly to the hospitals.

H.5. REPORT REQUIREMENTS The Contractor shall provide the following reports monthly. All reports must be received by the COR no later than the 10th day of each month. These reports shall report on the previous month's activities.

- (a) Employee Claims Report. The report will list all claims paid by the Contractor to a claimant, including the name of the claimant, date claim is received by the Contractor, and the amount claimed. This report shall also include all outstanding claims and a brief description of why claim has not been paid.
- (b) Individually Converted Contracts. Individually converted contracts shall not be part of the employee pool.

H.6. MISCELLANEOUS CONTRACTOR REQUIREMENTS

H.6.1. General. The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as are required by the Belgian government to establish and/or operate a commercial venture locally. A contract with the U.S. Government conveys no special privileges or immunities to the Contractor. The Contractor is an independent commercial concern and not a part of the U.S. mission. The Contractor's employees are not U.S. Government employees. Registration of this contract with the Belgian government, if required by law, will be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

H.6.2. Licenses and Local Laws. The Contractor shall possess all permits, licenses, and any other appointments required for the prosecution of work under this contract, all at no additional cost to the Government. The Contractor shall perform this contract in accordance with local laws.

H.7 Erroneous Payments. If the Government becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Government, whichever the Government prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.

H.8 Requiring Activity. The requiring activity under this contract is the U.S. Embassy/Consulate.

SECTION I CONTRACT CLAUSES

I.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (JAN 2012)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT (MAY 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012)
52.222-50	COMBATting TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
52.232-1	PAYMENTS (APR 1984)

52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (OCT 2010)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES (AUG 1997) - ALTERNATE I (APR 1984)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)
52.249-8	DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)

I.2. FAR CLAUSES INCORPORATED IN FULL TEXT

52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum

M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the ongoing performance period through the last day of that performance period. See F.2.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than € 20,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess € 100,000.00;
 - (2) Any order for a combination of items in excess € 100,000.00; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (such as, includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the

Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the latest option year exercised.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months/5 years).

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September of each Government Fiscal Year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September of each Government Fiscal Year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES, 48 CFR CH. 6 Included in Full Text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during **working days, from 08:00 to 17:00**, except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

- (a) The Department of State observes the following days as holidays in 2013:

<u>HOLIDAY</u>	<u>DAY</u>	<u>DATE</u>	<u>TYPE</u>
New Year's Day	Tuesday	Jan 1	US/Belgian

Martin Luther King Jr's Birthday	Monday	Jan 21	US
Washington's Birthday	Monday	Feb 18	US
Good Friday	Friday	March 29	Local/EU
Easter Monday	Monday	April 1	Belgian
Labor Day	Wednesday	May 1	Belgian
Ascension Day	Thursday	May 9	Belgian
Whit-Monday	Monday	May 20	Belgian
Memorial Day	Monday	May 27	US
Independence Day	Thursday	July 4	US
National Day (observed on)	Monday	July 22	Belgian
Assumption Day	Thursday	Aug 15	Belgian
Labor Day	Monday	Sep 2	US
Columbus Day	Monday	Oct 14	US
All Saints Day	Friday	Nov 1	Belgian
Veterans Day	Monday	Nov 11	US/Belgian
Thanksgiving Day	Thursday	Nov 28	US
Christmas Day	Wednesday	Dec 25	US/Belgian
Boxing Day	Thursday	Dec 26	Local/EU

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION J
LIST OF EXHIBITS/ATTACHMENTS

Exhibit A – EMPLOYEE STATISTICS

Exhibit B – RETIRED STATISTICS

EXHIBIT A.

EMPLOYEE STATISTICS

DOB	Sex	Basic salary	SCD	Relation dependent 1	DOB dependent 1	Relationship dependent 2	DOB dependent 2	Relationship Dependent 3	DOB Dependent 3	Relationship Dependent 4	DOB dependent 4
26/03/1957	M	34,994	4/11/2002	SP	27/10/1962	C	10/12/1996	C	16/02/1998		
24/06/1960	F	57,213	23/07/1996	SP	1/11/1948	C	26/11/1987				
11/03/1950	M	0	9/04/1980								
13/10/1962	M	37,464	13/06/1994	C	29/07/1993						
15/07/1960	M	76,134	14/04/1982	SP	28/06/1959	C	13/10/1991	C	9/05/1994		
1/01/1957	M	50,611	4/09/1984								
21/04/1958	M	56,338	5/03/1993	SP	22/08/1958	C	22/11/1988				
25/11/1957	F	69,173	26/03/1990	SP	13/02/1963						
28/03/1962	M	40,247	1/12/1987	C	3/03/1987	C	27/12/1989				
9/06/1958	M	50,611	19/12/1977	SP	13/06/1961						
15/06/1958	M	54,360	11/10/1983								
22/12/1956	M	46,454	5/01/1981	SP	4/08/1951						
3/11/1971	M	46,454	16/08/1994	SP	3/07/1976	C	13/02/2003	C	25/08/2007		
3/03/1959	M	60,321	20/01/1987	SP	28/12/1965	C	11/12/1993	C	31/07/1995		
24/02/1963	M	50,611	16/05/1983								
27/05/1960	F	0	26/05/1987	SP	7/01/1958	C	26/09/1990				
21/10/1956	F	54,360	3/12/1979								
17/01/1953	M	50,611	4/08/1986								
9/02/1963	M	50,611	2/11/1983	SP	25/12/1962	C	20/04/1985	C	11/10/1988	C	23/08/1996
27/09/1953	F	61,705	19/11/1979	SP	17/03/1949						
2/03/1956	F	54,360	18/12/1989	SP	11/12/1951						
28/10/1962	F	66,170	15/11/1993	SP	19/04/1963	C	17/12/1998	C	17/12/1998		
11/06/1959	M	80,702	23/09/1985	NA	2/10/1955						
25/04/1953	M	94,704	17/04/1978	SP	15/06/1954	C	30/09/1990				
6/07/1959	F	72,225	2/05/1984	SP	29/07/1956						
30/03/1965	M	68,345	3/05/1988	SP	23/04/1963	C	1/07/2002				
26/07/1963	M	72,114	2/05/1984	SP	27/04/1966	C	4/04/1993				
1/12/1962	F	43,488	5/04/1983	SP	6/12/1962	C	28/07/1989	C	11/03/1994		
24/03/1958	F	69,685	21/01/1980	C	7/03/1992						
7/02/1963	M	46,454	13/06/1994	SP	18/07/1965	C	17/04/1992				
26/12/1961	F	73,587	7/07/1986	SP	30/10/1960	C	22/08/1994				
2/11/1961	F	71,599	2/01/1987	NA	27/02/1954						
1/01/1954	M	46,454	1/03/1985								
2/10/1955	M	85,220	10/09/1979	SP	14/11/1956	C	5/04/1993				
14/03/1957	M	46,454	6/08/1990								

5/02/1965	M	46,454	13/04/1987	SP	18/12/1967	C	1/10/1996				
5/03/1958	M	61,705	5/12/1977	SP	29/05/1960						
10/06/1959	M	61,705	5/08/1985	SP	1/05/1966	C	20/06/1993	C	28/10/1994		
1/09/1955	M	46,454	20/07/1992	SP	23/10/1956						
27/05/1957	M	61,536	12/05/1986	SP	9/04/1955	C	6/04/1990				
6/06/1965	M	46,454	8/07/1996	SP	20/03/1970	C	27/08/1986	C	18/10/1989		
8/10/1961	F	40,172	22/07/1986	C	13/05/1991	C	22/02/1995				
5/07/1958	F	61,705	8/03/1980								
9/08/1961	F	73,071	29/04/1985								
20/07/1952	M	82,685	22/02/1981								
16/08/1956	M	46,454	8/11/1993	SP	9/08/1954						
14/12/1952	M	54,360	12/05/1986	SP	15/07/1952						
6/08/1961	M	78,740	26/08/1985	SP	20/08/1961	C	19/11/1992	C	15/03/1994		
5/11/1956	F	85,771	12/05/1986								
26/09/1960	M	53,813	1/10/1984	SP	24/10/1978						
9/05/1962	M	86,289	6/05/1985	SP	26/11/1960						
23/02/1958	M	69,685	31/03/1981	NA	21/03/1982	C	22/10/2012				
2/05/1954	M	0	1/07/1986	SP	4/06/1968						
23/06/1950	F	0	1/04/1980	SP	29/07/1940						
16/05/1958	M	43,228	1/06/1982	C	21/09/1988	C	16/06/1995				
4/04/1969	M	54,982	24/05/1994								
3/11/1961	F	88,806	1/04/1997	C	9/07/1997						
28/05/1961	F	0	18/04/1994	SP	27/04/1959						
3/12/1948	M	54,360	13/08/1984	SP	28/08/1950						
15/07/1959	F	69,685	14/01/1985	SP	5/04/1957						
22/08/1959	M	46,454	30/09/1985	SP	27/04/1964	C	14/07/1989	C	6/05/1994		
4/06/1961	F	0	30/09/1985	C	5/11/1993						
19/08/1968	M	41,775	4/11/2002	SP	16/02/1979	C	5/05/1990	C	12/05/2001	C	10/11/2010
14/04/1959	M	54,360	9/04/1980								
25/07/1958	M	54,360	1/04/1987								
18/02/1952	M	88,980	18/04/1994	SP	23/09/1951						
10/11/1961	M	54,360	16/05/1989	SP	5/04/1966	C	17/06/1991	C	17/06/1991	C	26/11/1996
2/03/1973	F	54,473	25/07/1991	NA	16/04/1970						
8/12/1959	F	54,360	15/09/1986	SP	22/05/1958	C	25/10/1990	C	15/02/1993		
14/09/1948	F	61,705	15/03/1979	SP	17/07/1947						
9/09/1953	M	92,622	1/04/1976	SP	15/10/1954						
8/11/1967	F	61,342	14/06/1993	SP	18/10/1947	C	5/04/2006				
25/08/1954	F	39,191	23/08/1991	SP	27/07/1952						
21/11/1970	M	61,338	4/05/1992	SP	7/04/1966	C	13/09/1989	C	3/11/1993	C	8/05/1995
12/05/1967	F	53,190	18/07/1994	NA	17/06/1974	C	7/12/2009	C	7/12/2009		
15/08/1964	F	61,536	28/08/1989								
2/01/1963	F	86,405	20/03/1989	SP	16/02/1961	C	9/05/1993	C	22/06/1994		
24/02/1960	M	54,360	21/01/1992	SP	28/11/1967						
24/01/1964	F	24,621	19/12/1989	SP	27/08/1961	C	9/02/1995				
27/02/1954	M	94,704	3/03/1986	NA	2/11/1961	C	10/03/1988				

29/01/1954	M	71,783	21/04/1986	SP	24/01/1946						
16/08/1959	M	0	21/04/1987	SP	22/07/1962						
13/11/1955	M	94,704	1/04/1980	SP	25/01/1957						
24/04/1958	F	48,283	10/08/1977	SP	18/11/1963	C	20/10/1992	C	27/06/1996	C	27/06/1996
4/09/1956	F	71,330	6/12/1993								
22/11/1958	F	40,489	16/06/1995	SP	26/06/1956						
12/12/1957	M	61,705	6/07/1982	SP	29/03/1958	C	6/05/1986				
9/07/1952	F	80,396	19/01/1976	SP	22/12/1950	C	29/05/1989				
5/09/1960	M	64,899	15/12/1986	SP	23/09/1960						
11/04/1960	F	27,180	9/04/1984	SP	11/12/1956	C	19/06/1991	C	16/11/1993		
4/09/1967	M	49,106	8/09/1992	SP	29/12/1969	C	2/02/1997	C	17/01/2001		
8/11/1958	F	61,705	30/11/1981								
17/05/1953	F	69,685	26/01/1981								
23/11/1960	M	41,704	2/10/1996								
4/09/1975	M	41,137	2/06/2002	SP	17/10/1977	C	27/11/2003	C	21/02/2008		
3/03/1978	F	58,023	2/01/2002	SP	1/12/1979	C	26/01/2005	C	1/01/2006		
9/07/1970	M	41,349	2/06/2002	SP	20/07/1972	C	8/08/1998	C	2/06/2006		
1/11/1971	M	83,776	20/08/1999	SP	7/04/1971	C	22/10/1999	C	27/05/2001	C	27/05/2001
27/03/1968	F	76,664	12/01/2004								
27/08/1970	M	48,214	1/11/1999								
26/06/1971	M	41,137	2/06/2002	C	6/07/2001						
7/07/1963	M	40,945	26/08/2002	SP	13/06/1962	C	13/02/1992				
4/04/1956	M	42,455	13/12/1999								
27/10/1958	F	49,855	1/02/1999	C	21/02/1996	C	29/09/1997				
20/02/1978	M	48,985	2/06/2002	C	6/12/2011						
10/06/1975	M	65,084	13/01/2003	SP	21/04/1979	C	25/02/2006	C	25/08/2007	C	28/04/2009
20/11/1951	F	48,653	25/08/2003	SP	18/04/1957						
19/12/1969	F	68,029	2/05/2000	C	23/01/1998						
9/02/1980	M	53,248	16/01/2001	SP	1/01/1980	C	3/09/2008	C	23/06/2010		
1/07/1956	M	43,561	2/07/2003	SP	1/01/1953						
13/10/1976	F	45,115	16/03/1998	C	18/08/2011	C	18/02/2013				
24/09/1948	M	0	15/07/2002	SP	20/04/1950						
26/10/1974	M	70,752	9/10/2001	NA	4/11/1972						
6/06/1967	M	37,410	23/03/1998	SP	20/05/1969						
20/06/1961	F	47,890	3/12/2003	C	2/07/1990						
25/01/1967	M	39,152	23/10/2000	SP	10/09/1970	C	14/05/1993	C	6/09/1997	C	8/10/1999
10/08/1969	F	49,532	7/10/2002	SP	28/05/1968						
5/03/1976	M	40,200	9/07/2001	C	6/06/2004	C	12/11/2011				
27/10/1977	F	55,547	5/05/2003								
5/07/1958	M	52,344	7/10/2002	SP	15/12/1960	C	19/01/2000				
9/11/1963	F	55,066	5/05/2003								
26/11/1963	F	73,660	5/11/2001	SP	9/04/1958	C	3/06/1997				
25/10/1956	M	49,267	17/04/2000	SP	1/01/1960	C	22/02/1987				
30/09/1969	M	46,162	2/06/2003	SP	30/12/1958	C	18/03/1994	C	19/04/1998		
29/06/1955	M	45,513	2/06/2002								

24/12/1962	F	42,307	27/10/2003								
7/10/1963	F	75,477	7/10/1999	C	27/07/1993	C	22/10/1995				
9/11/1970	F	48,661	11/02/2002	SP	21/03/1969	C	17/02/2001	C	26/05/2004		
26/01/1980	M	41,498	2/04/2002								
11/02/1959	F	41,478	9/09/2002								
8/01/1957	M	59,247	1/05/1982	SP	14/04/1966	C	30/08/1993	C	17/03/2004		
13/04/1954	F	20,579	18/11/2002	SP	16/04/1949	C	24/08/1988				
21/03/1969	M	56,760	16/06/2003	SP	9/11/1970						
21/05/1977	M	41,349	15/07/2002	SP	10/01/1981	C	13/03/2001	C	9/06/2009		
14/06/1968	M	54,021	2/01/2001	SP	19/05/1973	C	9/12/2001	C	12/08/2003		
5/12/1956	F	57,665	29/10/1997	C	10/07/1984	C	23/01/2001				
13/07/1969	M	79,873	17/06/2002	C	15/10/2003	C	15/10/2003				
25/06/1977	M	41,775	10/02/2003								
7/05/1966	M	45,220	18/11/2002	NA	28/03/1966	C	6/05/1996	C	11/12/2002		
24/02/1966	M	38,499	1/07/2002	C	30/05/2000						
27/04/1967	M	38,921	2/06/1998	SP	22/08/1967	C	10/07/2002	C	8/05/2005		
17/02/1958	M	95,084	26/02/2001	SP	3/11/1958	C	26/05/1987				
28/07/1974	M	39,983	2/06/1998	C	5/11/2007	C	31/07/2011				
5/08/1964	M	55,829	3/11/2003	SP	1/12/1972	C	9/04/1995	C	29/07/1996		
2/02/1975	F	48,885	3/06/2002								
9/11/1974	F	61,964	2/08/1999								
28/04/1970	F	48,413	17/06/2002								
22/02/1954	M	41,407	8/11/1999	SP	6/03/1953						
30/07/1973	M	66,998	5/06/2001	SP	19/04/1977						
7/04/1964	M	55,660	3/11/1998	SP	18/05/1965	C	13/04/1992	C	5/11/1993		
13/10/1962	M	48,016	23/07/2002	SP	27/02/1964	C	1/11/1991				
24/11/1957	M	49,184	27/01/2003	SP	17/03/1959						
4/07/1958	M	55,547	10/06/2002	SP	17/06/1960						
13/12/1966	M	40,924	2/06/2003	SP	9/11/1965	C	5/03/1992	C	15/08/1994	C	23/10/2002
16/09/1969	M	96,768	12/03/2001	C	22/12/2006						
25/06/1974	M	48,388	2/06/2002								
19/04/1977	F	53,788	13/01/2003	SP	30/07/1974						
31/05/1958	F	43,008	4/01/1999	SP	16/04/1953						
9/11/1965	F	46,994	16/12/2004	SP	13/12/1966						
4/04/1978	F	51,422	26/04/2004	SP	19/07/1976						
14/08/1976	F	65,496	30/03/2009	C	26/12/2011						
15/09/1982	M	41,527	4/02/2008	SP	15/01/1982	C	26/02/2011				
24/04/1972	M	30,970	11/03/2013	C	14/08/2008						
19/07/1979	M	61,403	26/07/2004	SP	25/10/1981	C	28/03/2010				
10/10/1957	M	40,090	3/01/2008	SP	14/07/1965	C	29/11/1988	C	4/07/1994		
27/02/1979	M	39,010	3/01/2006	SP	27/03/1980						
2/11/1979	F	39,614	30/01/2012	SP	30/07/1976						
4/02/1969	M	48,338	18/04/2006	SP	26/06/1971	C	22/02/2013				
4/04/1978	F	37,140	21/05/2012	C	29/03/2000	C	18/09/2002	C	18/10/2010	C	18/10/2010
10/02/1975	F	37,495	26/02/2010	SP	29/06/1975	C	3/10/2012				

14/01/1987	F	39,860	1/02/2010								
23/10/1964	M	78,832	26/07/2004	SP	12/04/1967	C	2/09/1998	C	5/01/2001	C	9/03/2004
29/10/1971	F	44,161	26/02/2010	SP	25/02/1965	C	13/10/1999	C	13/07/2001	C	3/04/2003
25/10/1965	M	34,713	10/09/2012								
27/04/1978	M	39,628	30/08/2010	SP	8/09/1981						
8/05/1968	M	36,883	10/12/2007	SP	13/01/1969	C	18/01/2001	C	13/04/2004		
23/05/1975	M	40,325	30/07/2012								
19/03/1965	F	34,288	1/04/2010	SP	4/03/1970	C	2/10/1994	C	16/02/1999		
17/07/1964	M	42,361	16/02/2010	SP	30/11/1965						
24/04/1970	F	44,801	6/02/2006	SP	3/11/1974	C	24/09/2002	C	4/07/2004		
31/01/1964	F	43,520	28/02/2011	SP	17/06/1961	C	12/06/2004				
25/05/1957	M	43,148	27/06/2011	SP	19/02/1954						
11/08/1977	M	37,606	16/04/2007	NA	30/01/1978						
15/01/1983	F	36,244	4/04/2013								
3/09/1976	F	36,840	20/12/2010	SP	23/04/1967						
24/08/1971	M	34,482	17/09/2007	SP	16/09/1968	C	3/10/1988	C	22/09/1999		
13/12/1961	M	30,741	9/03/2009								
27/06/1961	F	33,990	12/07/2010								
24/04/1986	F	39,728	2/08/2010								
25/12/1984	M	37,521	14/05/2007								
18/06/1984	F	38,981	28/02/2011	SP	18/11/1976	C	26/05/2012				
22/08/1978	F	45,942	4/01/2010								
14/06/1985	F	29,851	22/10/2012								
30/05/1973	M	29,416	25/06/2012	SP	19/07/1976						
15/04/1981	F	54,821	23/08/2004	SP	19/10/1976	C	11/08/2006	C	3/02/2010		
21/09/1980	M	65,389	30/08/2010								
23/02/1963	M	41,562	10/05/2005	SP	24/06/1963	C	2/02/1990	C	22/03/1994	C	5/05/2000
26/08/1963	F	43,381	1/04/2011								
19/02/1951	F	31,357	1/07/2004	SP	29/11/1949						
3/07/1968	M	65,389	7/01/2008	SP	25/11/1969	C	14/09/2003	C	10/07/2005		
16/11/1956	M	35,947	1/10/2009	SP	28/12/1955						
21/02/1975	M	32,582	15/08/2011	P	30/11/1945	P	12/01/1947	SP	12/08/1983	C	22/08/2009
13/02/1981	M	38,144	17/08/2009								
12/12/1976	F	30,372	25/07/2011								
22/11/1963	M	37,010	25/10/2010	SP	12/05/1964	C	13/12/1997				
26/09/1972	M	46,148	22/11/2004	C	12/09/2008						
28/03/1977	F	42,608	1/08/2011	C	28/02/2005	C	24/09/2007				
12/08/1976	M	58,200	30/08/2004	SP	2/02/1977	C	14/01/2008	C	2/10/2010		
21/02/1980	F	53,600	15/04/2013	SP	13/09/1980	C	12/06/2008	C	4/12/2010		
8/09/1977	M	54,483	13/08/2012	SP	27/03/1979	C	31/05/2012				
8/07/1980	M	34,521	4/09/2007								
4/11/1970	M	34,561	17/09/2007	SP	25/10/1979	C	12/06/2005	C	4/12/2010		
17/05/1962	M	39,775	19/04/2010	SP	23/07/1966						
27/08/1959	M	42,434	18/07/2005	SP	10/02/1964	C	2/08/1989	C	6/05/1994		
18/05/1975	F	66,115	26/09/2005	NA	6/06/1979	C	3/11/2010				

24/05/1973	F	35,394	7/04/2009								
24/06/1970	M	34,093	17/08/2009	C	14/10/2002	C	28/12/2006				
16/10/1973	M	48,214	2/06/2009	SP	11/08/1970	C	18/04/2012				
23/10/1987	F	36,985	2/08/2010								
7/11/1982	M	29,851	13/02/2012								
25/01/1971	M	33,725	2/02/2009	SP	27/01/1972						
21/03/1983	F	37,538	5/01/2012	SP	24/09/1979						
3/12/1982	M	34,946	2/01/2012								
7/01/1975	M	31,441	21/06/2010								
18/02/1976	M	48,501	18/01/2011	SP	2/04/1973	C	28/06/2012				
22/07/1958	F	47,919	16/08/2007								
10/08/1964	F	43,520	22/02/2010	SP	26/01/1964						
13/08/1981	M	46,198	30/07/2007	SP	8/03/1980	C	24/10/2010				
29/07/1983	F	35,502	24/10/2011	NA	26/01/1971						
14/12/1984	F	28,822	17/12/2012								
9/12/1984	F	36,032	11/09/2009	SP	27/12/1982						
22/04/1971	M	59,344	15/06/2009								
18/04/1983	F	35,409	4/09/2012								
2/04/1973	F	49,501	3/08/2009	SP	18/02/1976	C	28/06/2012				
12/01/1964	M	48,512	21/02/2006								
4/04/1984	F	44,416	21/09/2009	SP	4/04/1988						
31/01/1971	M	36,798	7/01/2008	SP	6/05/1975						
14/06/1980	F	37,090	4/06/2012	NA	5/02/1974	C	19/08/2011				
25/07/1976	M	54,704	2/07/2012	SP	24/01/1979	C	3/10/2012				
24/08/1987	F	39,024	17/11/2008	SP	22/03/1984						
20/02/1989	F	33,741	14/02/2013								
9/08/1981	M	34,288	12/04/2010	SP	22/03/1981						
5/12/1974	M	49,332	8/09/2008	SP	9/07/1973						
2/07/1975	F	72,588	22/03/2004								
13/12/1979	F	36,244	3/12/2012	SP	14/11/1977						
30/06/1972	F	39,818	1/04/2011	NA	2/05/1974						
28/12/1959	F	56,510	19/01/2010								
29/03/1956	M	55,490	27/07/2004	SP	12/03/1961	C	30/10/1995				
20/03/1986	F	44,655	4/10/2010								
1/05/1969	F	44,215	29/05/2007	C	27/04/2000						
20/11/1975	F	48,637	27/07/2009	SP	20/03/1976						
10/10/1954	M	44,348	2/02/2004	SP	26/09/1956						
2/01/1978	M	51,761	1/06/2007	NA	15/03/1977	C	1/06/2006	C	9/09/2007	C	19/07/2009
8/10/1981	M	37,356	6/04/2010	SP	22/09/1980	C	24/12/2009				
16/07/1954	M	95,876	8/01/2007	SP	23/09/1961	C	27/11/1989	C	26/10/1993		
15/04/1971	F	46,722	5/10/2009								
18/03/1987	F	33,310	22/02/2011								
6/05/1989	F	36,244	20/05/2013								
24/12/1957	F	42,608	2/01/2012	C	31/07/1992						
26/02/1980	M	33,492	29/09/2008	C	12/11/2010						

22/09/1981	M	35,224	26/05/2009	C	18/03/2013						
2/06/1983	M	32,424	1/10/2009								
21/11/1980	M	31,666	3/10/2011	NA	15/07/1982	C	10/11/2006				
18/10/1979	M	38,975	1/10/2010	SP	7/07/1977	C	20/10/2008	C	24/10/2011		
25/01/1985	M	36,768	7/05/2012								
14/12/1983	M	46,459	23/04/2012								
18/09/1988	F	35,341	28/02/2011								
16/10/1980	M	34,798	16/10/2009	C	6/02/2013						
15/04/1965	M	32,714	12/09/2011								
12/10/1971	F	33,741	4/06/2013	SP	1/08/1977	C	14/11/2009				
7/11/1979	M	39,617	3/06/2013	SP	14/09/1983	C	5/04/2007	C	21/01/2009	C	7/04/2011

SP Spouse**C Child****NA Legal Cohabitation****P Dependent Parents living in with Employee (no coverage required)**

EXHIBIT B. RETIRED STATISTICS

employee number	relation	date of birth	sex	retired since
0000001	retiree	25011951	F	01082010
0000004	retiree	18101948	M	01042010
0000014	retiree	25031947	M	01032009
0000014	partner	15031948	F	01032009
0000018	retiree	18091953	M	01102008
0000018	partner	09101947	F	01102008
0000029	retiree	29051955	F	01052003
0000033	retiree	31121942	M	01012004
0000033	partner	19011945	F	01012004
0000037	retiree	09121957	M	01012013
0000046	retiree	27031948	M	01062003
0000052	retiree	07101949	F	01042008
0000068	retiree	22091944	F	01072004
0000093	retiree	08081946	F	01092011
0000096	retiree	18111948	M	01012004
0000096	partner	19031949	F	01012004
0000116	retiree	14041940	M	01012003
0000116	partner	08111941	F	01012003
0000120	retiree	30041948	M	01042012
0000143	retiree	14081936	M	01092001
0000149	retiree	17061951	F	07072007
0000154	partner	01031951	F	09022005
0000197	retiree	15091946	M	01102011
0000197	partner	14101948	F	01102011
0000319	retiree	23121948	M	01012012
0000319	partner	14031948	F	01012012
1315964	retiree	11051936	M	01011999
1315964	partner	14011942	F	01011999
1475208	retiree	22041942	F	02071999
1475208	partner	30011939	M	02071999

**SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) if the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
___ Name and TIN of common parent;

Name _____
TIN _____

K.4 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.5 52.204-8 Annual Representations and Certifications. (Dec 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 524113 (life) and 524114 (health).

(2) The small business size standard is \$7 million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:

Address:

Telephone Number:

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

[Proposal Note: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>.]

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Belgium

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K.10 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

(a) *Definition.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation.* By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. SUBMISSION OF OFFERS

This solicitation is for the provision of insurance and services described in Sections C and J, under the terms and conditions set forth herein.

L.2. SUMMARY OF INSTRUCTIONS. Each proposal must consist of the following separate volumes:

Volume	Title	No. of Copies
1	Executed Standard Form 33, Solicitation Offer and Award, and completed Section K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS.	2
2	Price Proposal and complete Section B Supplies or Services and Price/Costs	2
3	Technical Proposal containing all technical factors and subfactors	4

L.3. DELIVERY OF PROPOSALS AND EXCEPTIONS TO SOLICITATION. The offeror shall submit the complete offer to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, Solicitation, Offer and Award. Any deviation, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.4. CONTENTS OF PROPOSALS. The proposals shall contain documents filled out in strict conformance with the detailed instructions set forth as follows:

L.4.1. Volume 1 -- Standard Form 33: Complete Blocks 12 through 18, as appropriate and fill in all the blanks in Section K of this solicitation.

L.4.2. Volume 2 -- Price Proposal and fill in Section B.

(a) Price proposal for the base year of both insurance programs or for only one program;

(b) Price proposal for the option years of the insurance program;
however, a price proposal for an option year with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all option periods for that same type of insurance.

L.4.3. Volume 3 -- Technical Proposal

L.4.3.1 Management Approach

(a) Understanding of the Requirement.

(i) The offeror must demonstrate that it understands the requirement set forth in Sections C through Section J of the solicitation. The offeror must demonstrate a knowledge and familiarity in providing the insurance and services required in the aforementioned sections of the solicitation. The offeror must also describe the pool of coverage in which the covered employees will be contained, and, a description of how the experience rating would be determined in regards to Section B.4.

(ii) Proposals shall contain only the benefit levels stated in Section C. Proposals offering benefit levels greater or less than those levels required in Section C may be rejected as unacceptable.

(b) Plan Administration.

The offeror must demonstrate how it plans to perform the contract, especially as it relates to:

- Providing the insurance
- Maintaining adequate reserves to pay claims, including accounting procedures
- Administering and prompt payment of insured claims for reimbursement
- Procedures for reviewing claims (including where and how claims will be processed and settled)
- Description of the system for tracking utilization of services by claimants by diagnostic or other actuarial categories/profiles and comparing them against regional or national norms
- Availability of central point of contact and phone number for employees to call regarding claims or information
- Providing periodic reporting and accounting of financial results of the plan, including reporting formats
- Procedures and rates for converting from group insurance to individual insurance policies
- The overall management of the contract.

L.4.3.2.1. Experience and Past Performance.

List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (a) Customer's name, address, email address of contact person and the telephone numbers of previous contractors for whom similar insurance and services were provided;
- (b) Contract number and type of contract;
- (c) Date and place of performance of the contract and delivery dates and period of performance;
- (d) Scope of the contract, i.e., types of insurance provided and range of population covered, as well as total dollar amount;
- (e) Brief description of the performance requirements;
- (f) Comparability to the work required under this solicitation;
- (g) Brief discussion of any major technical problems and their resolutions.

L.4.3.2.2 Licensing Information

The offeror shall include a notarized copy of the most current license/certificate/-accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of Belgium or its agent (e.g., insurance commission, board) to provide hospitalization insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of Belgium it must demonstrate that it is licensed/certified/accredited by a government other than Belgium to provide hospitalization insurance for persons in Belgium and must demonstrate its capacity to provide health benefits in Belgium to meet the minimum requirements and other conditions set forth in this solicitation.

This section shall demonstrate that the offeror is licensed/certified/accredited through no less than the final day of the base performance period and that the offeror is eligible for renewal for the option periods. This section shall also summarize and describe any probationary, disciplinary or actions taken upon the offeror, which are in force or are about to be imposed upon the offeror by the government of Belgium or its agents.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer hospitalization insurance policies in Belgium shall be grounds for rejection of the proposal.

L.4.3.3. Profit Sharing Credit

The offeror shall indicate whether any insurance plan offered will be subject to participation in any profit sharing credit program, pooling agreement (including multinational agreements) or any other premium credit procedure. If this is applicable, please describe. This is for evaluation only to distinguish between otherwise equally priced, technically acceptable proposals and will not be considered in determining the lowest-priced offeror.

L.4.3.4 Employee Pool

The offeror shall describe the pool that will apply to the employees under this contract. The offeror will describe the size of the pool, whether it is a mixture of commercial and government (if applicable), alternative pools that are available in the event the economic price adjustment clause becomes effective.

L.4.3.5 Verwilghen Act

The offeror shall indicate whether the group hospitalization insurance is in compliance with the Law Verwilghen of July 1, 2009, published in het Belgisch Staatsblad/le Moniteur Belge of August 10, 2007.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS ALT 1 (FEB 2012)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (JAN 2004)

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

L.6.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a requirements type contract that contains fixed prices with economic price adjustment, resulting from this solicitation. The quantities shown in Section B are estimates only and the Government is not obligated to order the estimated quantities shown in this section.

L.6.2 ECONOMIC PRICE ADJUSTMENT

See B.4 for information relating to the economic price adjustment features of this contract.

L.6.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a). Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Office at the US Embassy, Regentlaan/Bd. du Régent 25. 1000 Brussels.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, currently Martin Hohe, at tel. 02/8115333, fax. 02/8115668. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

L.8. PRE-PROPOSAL CONFERENCE

L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on **September 11 at 14:00PM** at the **American Embassy, Regentlaan/Bvd. du Régent 27, 1000 Brussels**. Offerors interested in attendance should contact the following individual, preferably in writing:

<u>Danny Coppens</u>	<u>Coppensdm@state.gov</u>	<u>02/811.5533</u>	<u>02/811.4774</u>
NAME	E-MAIL	TELEPHONE NUMBER	FAX NUMBER

L.8.2. **Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date**, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by e-mailing or faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.8.3. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.8.4. The Government's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

L.8.5. Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

L.9 FINANCIAL STATEMENT

The offeror shall provide a current statement of its financial condition, certified by a third party. This current statement shall include:

Income (profit-loss) Statement that shows profitability for the past 5(five) years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION M EVALUATION FACTORS FOR AWARD

M.1. EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L -INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. Acceptable proposals will be evaluated pursuant to this section, and award shall be made as set forth in M.3 below.

M.2. OVERALL EVALUATION.

Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the solicitation technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror. The "total evaluated price" is the cumulative total of the base year insurance plus all option years for the total estimated quantity specified in Section B.

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.3. AWARD SELECTION

M.3.1. General. The award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition," which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions. The offeror must also be licensed/certified/accredited.

M.3.2. Profit Sharing Credit Plan

In the event of equal proposals and in the event that one offeror presents an acceptable Profit Sharing Credit plan, the offeror proposing the most generous plan, in terms of benefit to the Government will receive the award. This profit sharing credit plan will be part of the resultant contract.

M.4. FIXED PRICES

Offerors must propose fixed prices for the coverage identified in Section B - SERVICES AND PRICES. Proposals that do not include fixed prices cannot be evaluated for the total requirement and will be rejected.

M.5. TECHNICAL EVALUATION. Offers will be evaluated on:

(i) meeting each of the individual mandatory requirements/minimums for hospitalization insurance coverage specified in Section C through H and the Exhibit(s). The Government may reject, as technically, unacceptable proposals that:

- (a) fail to provide the minimum benefits required by the solicitation; or
- (b) offer additional benefits not required by the solicitation (even though there is no increase in the price).

(ii) the demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of Belgium or its agent (e.g., insurance commission, board) to provide hospitalization insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of Belgium, it must demonstrate that it is licensed/certified/accredited by a government other than that of the host country to provide hospitalization insurance for persons in Belgium and must demonstrate its capacity to provide health benefits in Belgium to meet the minimum requirements and other conditions set forth in this solicitation; and,

(iii) meet all other terms and conditions set forth in this solicitation.

M.6. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.7. PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will order the estimated quantities shown in Section B – SERVICES AND PRICES, of this solicitation.

M.8. SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.9 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.610(a).

M.10 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.